

**1. Bid Delivery Instructions for State Procurement:**

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement  
P O Box 94095  
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement  
Claiborne Building, Suite 2-160  
1201 North Third Street  
Baton Rouge, LA 70802

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

\*\*\*\*ATTENTION\*\*\*\*

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must enroll in the proper category in LaGOV at the following web site:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg). Enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

**2. Terms and Conditions.**

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

**3. Vendor's Forms.**

The Purchase/Release Orders is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

**4. Substitutes.**

Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

**5. Price Reductions.**

Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Director of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

**6. Invoices.**

Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

**7. Payment.**

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

**8. Vendor List.**

The bidder who signs the bid will be designated as prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional authorized distributors including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.

**9. Preference.**

In accordance with Louisiana Revised Statutes 39:1595, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes \_\_\_\_\_

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

(note: if more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? Yes \_\_\_\_\_ no \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes \_\_\_\_\_ no \_\_\_\_\_

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

**10. Produced in the United States**

Per La. R.S. 39:362(C), any motor vehicle purchased by the State of Louisiana shall be produced in the United States. For purposes of this solicitation, produced in the United States shall include any vehicle:

1. with at least 50% of its component parts produced in the United States or Canada as defined by Part 583 American Automobile Labeling Act (AALA) Reports;
2. with a final assembly point in the United States; or
3. with the origin of its engine or transmission in the United States

Proof of "produced in the United States" status shall be provided within two (2) days of request by OSP.

**11. Cooperative Purchase.**

Political Subdivisions of the State, Quasi State Agencies, and external procurement units (described below), may be permitted to purchase from contracts made by the Office of State Procurement. The bidder may, at its option, permit Political Subdivisions of the State, Quasi State Agencies, and external procurement units to purchase from any contract awarded against this solicitation.

Please check all that apply:

- ☐ Bidder permits any contract awarded to apply to Quasi State Agencies or other Political Subdivisions of the State.
- ☐ Bidder permits any contract awarded to apply to agencies of the United States government.
- ☐ Bidder permits any contract awarded to apply to other buying organizations (other than the United States government), not located in this state which, if located in this state, would qualify as a public procurement unit.

## 12. Electronic Payment:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

The **LaCarte** procurement card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

**EVP** method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

**EFT** payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf> or <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for Payment Type Chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

### 13. Acceptance.

Bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

### 14. Contract Revisions.

Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when State Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required making such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the Office of State Procurement must be honored. Revisions will become effective only upon approval by the Director of State Procurement or designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

### 15. Price Escalation

Vehicle and option pricing may be negotiated on an annual basis only upon the manufacturer's order cutoff date. Price adjustments shall only be permitted for changes in the contractor's cost of materials or services. Contractor must submit a written request for a price adjustment to the Director of State Procurement no later than thirty (30) days following the manufacturer's model year order cutoff date. No adjustments shall be effective until approved in writing by the Office of State Procurement. The State reserves the right to accept, reject, or negotiate the proposed price adjustment.

The Producer Price Index (PPI) series WPU14110131 and/or WPU 14110571, published by the Bureau of Labor Statistics, United States Department of Labor will be used as a guide in reviewing any price adjustments.

The contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price

increase is general in scope and not applicable just to the State of Louisiana; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the vehicle manufacturer.

In the event of a price decrease in the contractor's list price, the State shall be notified immediately. All such price reductions shall be effective immediately upon notification to the State.

**16. Quantities.**

This is an open-ended requirements contract. Quantities are not guaranteed. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

**17. Orders.**

All State Agencies are to issue contract release orders for the items required, as and when needed. Political Subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

**18. Cancellation.**

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

**19. Compliance with Civil Rights Laws**

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**20. Contract Performance Evaluation.**

In an effort to improve our contracts to meet the needs of the agencies we serve, the contractor's performance will be monitored. Agencies' feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation form, go to <http://www.doa.louisiana.gov/osp/onlineforms/submit/contrperformance.pdf>, or call for a copy. Agency reports of deficient performance will be appropriately addressed during the contract period.

**21. Contractual Period.**

The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than 12 months.

**22. Contract Extension Option.**

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

**23. Louisiana Motor Vehicle Dealers License.**

Bidders (motor vehicle dealers as defined in La. R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission. Per La. R.S. 39:2182, bidders shall include a copy of a valid dealer's license issued under the provisions of R.S. 32:1254 with their bid. Bids submitted without a copy of a valid dealer's license will be rejected. Any questions regarding licensing required by the motor vehicle commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: [www.lmvc.la.gov](http://www.lmvc.la.gov).

**24. Waste Tire Fee Notice:**

Do not include the cost of the waste tire fee in your bid price. The State of Louisiana, Office of State Procurement will add the cost of the waste tire fee to the bid amount upon award. In accordance with LAC 33:VII.10521 (d) the following waste tire fee will be added to the successful bidder's award: \$2.00 for passenger/light truck tires excluding the spare, \$5.00 for medium truck tires excluding the spare and \$10.00 for off road vehicle tires excluding the spare. Bidders are requested to note the number of tires on the vehicle being bid, excluding the spare.

Number of tires, excluding the spare: \_\_\_\_\_

Please state the applicable fee per tire to be charged above: \$\_\_\_\_\_

**25. Administrative Fee**

An administrative fee will be added to awarded lines to account for the management and facilitation of contracts resulting from this solicitation. Do **not** include the administrative fee in your bid price. The administrative fee will be 0.35% of each vehicle's price as ordered (base vehicle price plus the price of any added options). The calculation of the administrative fee includes any entity receiving contract pricing resulting from the awarded contracts. This fee will be collected by the Contractor from Purchasers and submitted to the Office of State Procurement quarterly based on the date of vehicle delivery. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: Caroline Eidson, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to our physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Delivery Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**26. Contract Usage.**

The Contractor shall submit detailed contract usage reports quarterly to the Office of State Procurement Contracts Manager for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Online Forms/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiles the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

27. If an item has domestic status because of a trade treaty or other initiative, then the bidder may be required to identify each product, country and qualifying treaty.
28. Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days of request.
29. Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.
30. Late payments; if any, shall be paid in accordance with R.S. 39:1695.
31. **\*\*\* Method of Submission \*\*\***  
Each Bidder shall submit one signed, printed original response. The printed response shall include the signed RFx page and completed Attachment C and should include completed Attachments A and B. Attachment C – Price Sheet shall be submitted in Excel format (.xlsx or .xls) either on USB flash drive, or optical disk (CD or DVD) included with your bid or emailed to [Austin.bachman@la.gov](mailto:Austin.bachman@la.gov) within 24 hours following bid opening. Do not send emails containing Attachment C prior to bid opening. Failure to submit Attachment C in Excel format will render your bid non-responsive.
32. **\*\*\*Non-Mandatory Pre-Bid Conference\*\*\***  
A non-mandatory pre-bid conference will be held at the Office of State Procurement, Claiborne Bldg., 1201 N 3rd Street, Baton Rouge, LA, room 1-145 (James Monroe room) on September 30, 2016 at 9:30 AM to discuss specifications.

**33. Dates of Interest**

Non-Mandatory Pre-Bid Conference	September 30, 2016
Deadline for Written Inquiries	October 4, 2016
State's Response to Written Inquiries	October 7, 2016
Bid Opening	October 13, 2016